

# Exhibit 5

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
ABRAHAM KLEINMAN,

Plaintiff,;

Index No.

**CONFESSION OF  
JUDGMENT**

-against-

CHAIM PORGES,

Defendant.

-----X  
STATE OF NEW YORK     )  
                                  :SS.:  
COUNTY OF NEW YORK)

**Chaim Porges**, being duly affirmed, under the penalties of perjury, deposes  
and says:

1. I am the individual named above as the Defendant and the Defendant in the  
above captioned action and reside at the address set forth both in the caption and below.

2. I hereby confess judgment herein and authorize the entry of such judgment  
against me in the sum of FIVE HUNDRED FORTY THOUSAND (\$540,000.00)  
dollars.


3. This confession of judgment is for a debt justly due to Plaintiff under the  
terms of a certain Note, Pledge and Security Agreement, plus interest at the agreed  
upon rate of twelve percent (12%) per annum.

4. I, as the undersigned & the Defendant, hereby waive notice of entry of  
judgment and service of a copy thereof.

5. I, as the undersigned and the Defendant, hereby waive the right to interpose an answer to the Summons and Complaint in any action hereof and if an answer has been filed, the answer is hereby withdrawn, and waive any and all defenses that I might have, and admit, acknowledge and agree that the aforesaid claim of the Plaintiff, Abraham Kleinman, is valid, subsisting, and enforceable, without offset, defenses, counterclaims of any kind and nature whatsoever and agree that judgment may be entered upon an affidavit of the attorney for Plaintiff or our attorney that payments have not been made as agreed.

6. The execution and delivery of this Confession of Judgment and entry of judgment thereof shall be without prejudice to any and all rights of Plaintiff by virtue of any and all collateral security Plaintiff may hold. Plaintiff reserves all of his rights and remedies against all collateral security he may hold. Plaintiff's rights and remedies shall always be and be deemed to be cumulative and not exclusive. The waiver by Plaintiff of any breach, or default hereunder, shall not affect, in any way, rights he has pursuant to the agreement hereunder.

Dated: Kings County, New York  
January \_\_, 2020

  
\_\_\_\_\_  
Chaim Porges

STATE OF NEW YORK)

COUNTY OF Kings )

On the 14 day of January in the year 2020, before me, the undersigned, personally appeared Chaim Porges personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument(s), the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument

My Commission Expires:



NOTARY PUBLIC

PADRAM FEJAL NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01FE6305/64 Qualified in Kings County Commission Expires June 9, 2022
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